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EXHIBIT R-724



R0724-001

10446324; 10469753 10462643; 10469747 MAYER•BROWN

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November 9, 2010

Lincoln Finkenberg
Senior Managing Counsel
& Managing Director
The Bank of New York Mellon
One Wall Street
New York, New York 10286

Re: Investor Claims

Dear Lincoln:

This letter confirms our agreement that Mayer Brown LLP, a limited liability partnership established in the United States (the "Firm"), has been engaged to provide legal services to The Bank of New York Mellon (the "Client"). This letter and the Standard Terms of Engagement that are attached as Exhibit A hereto govern our relationship. Our engagement on the Client's behalf is limited to representing the Client in connection with (i) investor directions arising in connection with the notice of non-performance (the "Investor Letter"), dated as of October 18, 2010, sent by Gibbs & Bruns LLP on behalf of investors (the "Investors") in residential mortgage backed securities transactions in which the Client acts as trustee and that are serviced by Countrywide Home Loans Servicing LP, an affiliate of Bank of America Corporation (together with its subsidiaries and affiliates, the "Bank"), (ii) investor directions otherwise arising in connection with any transactions listed in Exhibit A to such letter, and (iii) any matter arising incidentally to those described in clauses (i) or (ii),

We expect that each subsequent undertaking by the Firm will be described in a letter substantially in the form of Exhibit B hereto.



Mayer Brown LLP operates in combination with our associated English limited liability partnership and Hong Kong partnership (and its associated entities in Asia) and is associated with Tauil & Chequer Advogados, a Brazilian law partnership.

CONFIDENTIAL

Mayer Brown LLP

Lincoln Finkenberg November 9, 2010 Page 2

In addition to Section 3 of the attached Standard Terms of Engagement, the Firm agrees that confidential information provided to the Firm by the Client will not voluntarily be used by the Firm in a way that is adverse or contrary to the best interests of the Client. To the extent permitted by law, the Firm shall (i) promptly notify the Client of any subpoena, court order, or other similar process for the purpose of obtaining confidential information, (ii) provide the Client with documentation thereof, and (iii) endeavor to provide the Client with adequate time to exercise its legal options to prohibit or limit disclosure.

The Firm agrees to comply with Appendix B of the Bank of New York Mellon Corporation Outside Counsel Policy, dated April 14, 2010, and titled "Section 307 Policy," insofar as it relates to outside law firms.

If you have any questions, please call me. Otherwise please sign and return the enclosed copy of this letter.

As we have discussed, we very much appreciate you turning to us in this important matter.

Very truly yours,

MAYER BROWN LLP

AGREED:

THE BANK OF NEW YORK MELLON

Date:

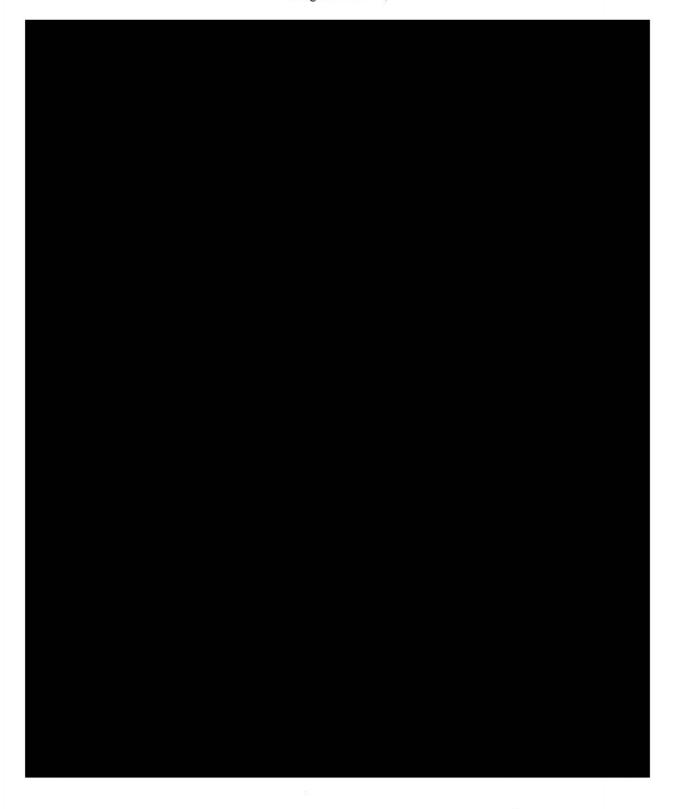
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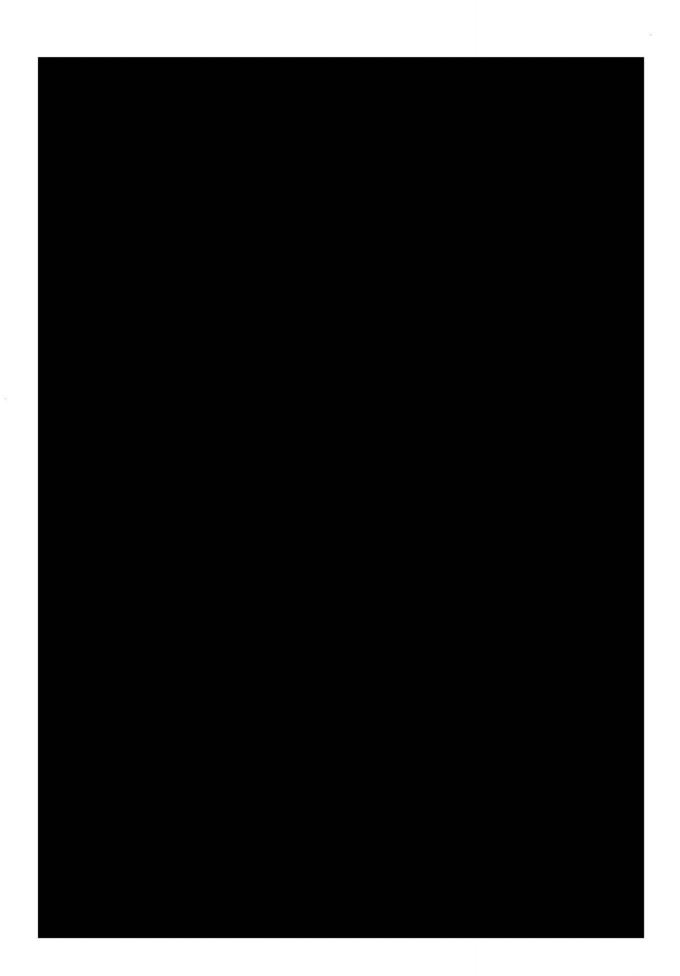
Donald Doll

Mayer Brown LLP U. S. Offices

Schedule of Non-fee Charges to Clients

August 2010





MAYER BROWN LLP STANDARD TERMS OF ENGAGEMENT

Governing Terms.



1. Fees.





2. New York Office; Houston Office.



3. Confidentiality.



Exhibit A – Page 2

4. Conflicts.

The Client agrees that the Firm may represent other persons or entities in matters not substantially related to matters we are handling for the Client, even though those persons or entities are, or have interests that are, adverse (whether in transactions, bankruptcy, litigation, arbitration or other adverse proceedings or otherwise) to the Client or its interests.

We agree, however, that the Client's consent to adverse representation shall not apply in any instance where, as a result of our representation of the Client, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in a matter in which we are retained by our other client to the Client's material disadvantage unless we have screened our lawyers and paralegals who have such information from any involvement in the adverse representation.

5. Affiliates.

For the purpose of determining whether a conflict of interest exists, it is only the Client which we will represent and not its stockholders, subsidiaries or related entities ("affiliates"). The Client agrees not to give us confidential information regarding its affiliates. While we recognize that to act adversely to any affiliate could jeopardize a long-term relationship with the Client, which we would naturally be reluctant to do, for conflict of interest purposes we reserve the right to represent another client with interests adverse to any affiliate without obtaining any consent from the Client or its affiliates.

6. Financial Transactions.

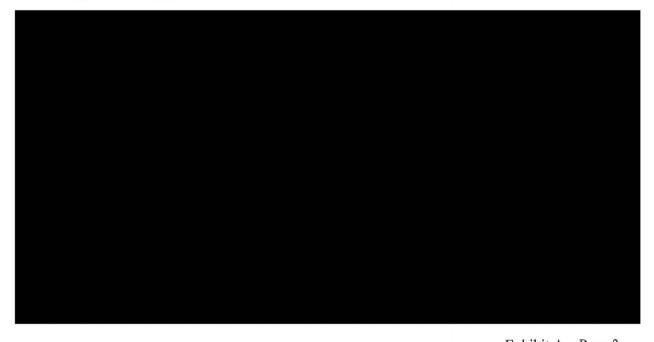


Exhibit A – Page 3



7. Associations.



8. <u>Joint Representation</u>.



Exhibit A – Page 4

9. <u>Termination</u>.



10. Tax Reporting.



Exhibit A – Page 5

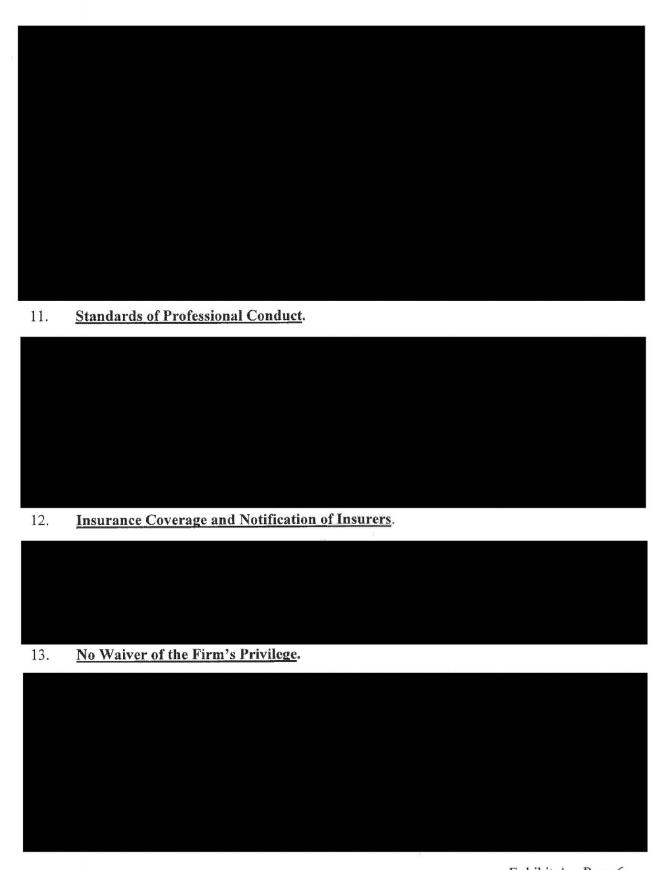


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14. Special English Firm Provisions.

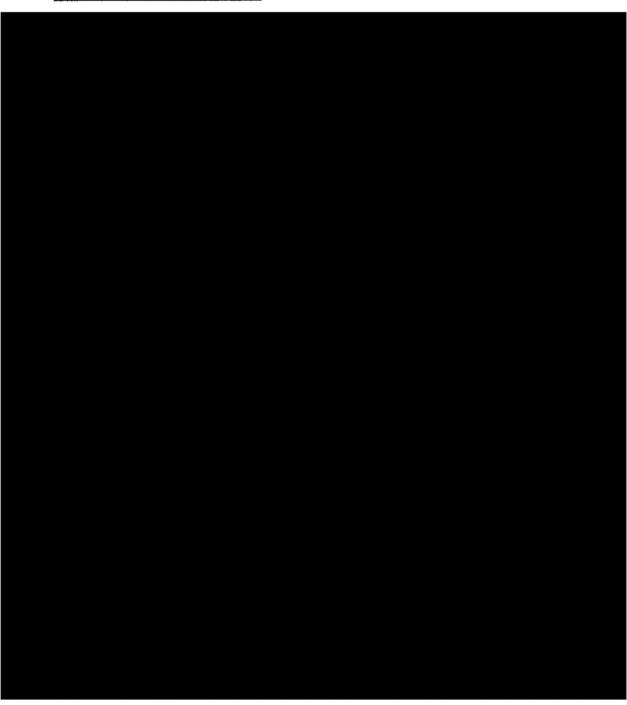


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